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12 Attorneys for
13 Tuscan Ridge Associates, LLC

14 UNITED STATES BANKRUPTCY COURT
15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
16

17 In re
18 PG&E Corporation,
19 and
20 PACIFIC GAS AND ELECTRIC
COMPANY,
21 Debtors.
22

Case No. 19-30088-DM

Chapter 11
Lead Case, Jointly Administered

**DECLARATION OF COURTNEY
MCALISTER IN SUPPORT OF
RESPONSE TO REORGANIZED
DEBTORS' OBJECTION TO PROOF OF
CLAIM NO. 58562**

23 ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
24 ☒ Affects both Debtors

25 *All papers shall be filed in the Lead Case,
26 No. 19-30088-DM,
27
28

Date: November 9, 2021
Time: 10:00 a.m.
Place: (Tele/Videoconference
Appearances Only)
Courtroom 17
450 Golden Gate Avenue
San Francisco, CA 94102
Judge: Hon. Dennis Montali

1
2 I, Courtney McAlister, declare:

3 1. I am over the age of eighteen (18), provide this declaration in support of Fulcrum
4 Credit Partners, LLC's Response to Reorganized Debtors' Objection to Proof of Claim No. 58562
5 Filed by Fulcrum Credit Partners LLC as Transferee of Tuscan Ridge Associates, LLC, and
6 provide this testimony based on my personal knowledge, and would testify consistently herewith
7 if called to do so.

8 2. I am an attorney authorized to practice law in the state of California. I am also a
9 member of Tuscan Ridge Associates, LLC ("Tuscan"). Tuscan is the owner of parcels of real
10 property located in Paradise, California commonly identified as Assessor's Parcel Nos. 040-520-
11 103 and 040-520-100 (collectively the "Property").

12 3. In September 2018, Tuscan entered into a License Agreement with Pacific Gas &
13 Electric ("PG&E") which allowed PG&E to use portions (i.e. the driving range and parking lot) of
14 the Property to store its vegetation management and fire prevention equipment.

15 4. On November 6, 2018, I received an email from PG&E informing Tuscan that
16 PG&E no longer needed the Property to store its vegetation management and fire prevention
17 equipment and thus planned to vacate the Property.

18 5. On or about November 20, 2018, Tuscan and PG&E entered into the Letter
19 Agreement ("Agreement"). The Agreement permitted PG&E to use the Property as a basecamp
20 for PG&E's efforts to restore utilities to those affected by the devastating Camp Fire.
21 Additionally, the Agreement memorialized PG&E's restoration obligations relative to its use of
22 the Property.

23 6. On February 5, 2019, I spoke with Mr. Grant Guerra from PG&E's Law
24 Department via telephone to confirm rumors that PG&E may be leaving the Property. Mr. Guerra
25 stated that he did not know when PG&E would be leaving the Property, but promised to follow up
26 and get back to me. Mr. Guerra also invited Tuscan to provide PG&E with an estimate of the
27 costs to restore the Property as soon as possible so we could engage with PG&E on that topic.
28 Finally, Mr. Guerra expressed PG&E's likely desire to satisfy its restoration obligations by

1 making a monetary payment rather than performing the actual restoration work. This was the
2 beginning of the Parties' efforts to meet and confer concerning PG&E's restoration obligation, as
3 specified in the Agreement. A true and correct copy of my contemporary email to the other
4 Tuscan partners, memorializing this phone conversation is attached hereto as **Exhibit A**.

5 7. On or about February 6, 2019, I emailed PG&E and informed them that Tuscan
6 members and Algie Pulley, the golf course architect, would be visiting the Property to begin work
7 on preparing a cost estimate relating to PG&E's restoration obligation. A true and correct copy of
8 this email is attached hereto as **Exhibit B**.

9 8. Later that morning in response to my email, I received an email from Ms. Elouise
10 Del Rosario with PG&E's Land Acquisition Department. In this email, Ms. Del Rosario stated
11 "PG&E expects to vacate the [Property] by the end of February if not earlier." A true and correct
12 copy of this email is attached hereto as **Exhibit C**.

13 9. Later in the afternoon of February 6, 2019, I received an email from Mr. Guerra. In
14 this email, Mr. Guerra affirmed that PG&E would no longer be using the Property as a basecamp.
15 Although Mr. Guerra stated that PG&E would not be vacating the Property if it decided to
16 complete its restoration obligation with its in-house contractors. A true and correct copy of Mr.
17 Guerra's February 6, 2019 email is attached hereto as **Exhibit D**.

18 10. The possibility that PG&E would perform the restoration work itself never came to
19 fruition; on the contrary, during multiple phone conversations, Mr. Guerra reiterated to me that
20 PG&E intended to satisfy its restoration obligations by making a monetary payment rather than
21 performing the work.

22 11. After PG&E informed me that it would be vacating the Property, PG&E began to
23 remove equipment, workers, and other infrastructure from the Property. PG&E vacated the
24 Property at or about the end of February 2019.

25 12. After these initial discussions and the completion of Mr. Pulley's initial cost
26 estimate, on or about March 7, 2019, Tuscan provided PG&E a copy of Mr. Pulley's cost estimate
27 relating to PG&E's restoration obligation. Thereafter, PG&E met with Tuscan members at the
28 Property to discuss Mr. Pulley's cost estimate.

1 13. On or about March 20, 2019, I informed PG&E that Tuscan was intending to enter
2 an agreement with ECC Constructors, LLC (“ECC”) for use of the Property as a base camp for its
3 operations. PG&E did not object to that use and did not express any concern about the use making
4 any restoration efforts impossible; on the contrary, we continued to discuss the cost of the
5 restoration and PG&E’s desire to make a monetary payment to Tuscan. A true and correct copy of
6 my March 20, 2019 email to Ms. Del Rosario of PG&E (with a “cc” to Mr. Guerra) confirming
7 this information is attached hereto as **Exhibit E**.

8 14. On or about March 21, 2019, I continued to discuss PG&E’s restoration obligation
9 with Mr. Guerra and he affirmed PG&E’s intention to make a monetary payment to Tuscan as
10 opposed to completing the restoration work itself. PG&E’s intention was confirmed in subsequent
11 telephone calls with Mr. Tom Crowley, a Senior Manager with PG&E’s Portfolio Department. A
12 true and correct copy of my March 21, 2019 email is attached hereto as **Exhibit F**.

13 15. On or about March 22, 2019, Mr. Crowley responded to my email and thank me for
14 the updated cost estimate. Mr. Crowley further explained that the would review the updated cost
15 estimate “and work to quantify the extent of damage and/or required restoration... After that we
16 will work on agreeing to value.” A true and correct copy of Mr. Crowley’s March 22, 2019 email
17 is attached hereto as **Exhibit G**.

18 16. Although I was a principal point of contact for Tuscan, at no point in time did Mr.
19 Guerra or any other PG&E representative contact me and object to ECC’s presence on the
20 Property or request access to perform its restoration obligation.

21 17. During my discussions with PG&E before and after the execution of the lease
22 agreement with ECC, we never discussed Tuscan terminating the License Agreement. Tuscan did
23 not give notice of such termination, in writing or otherwise, at any time.

24 18. At the time Tuscan entered into the lease agreement with ECC concerning the
25 Property, PG&E had vacated the Property and had expressed a clear intent to make a monetary
26 payment to Tuscan as opposed to actually performing the restoration work.
27 Tuscan has submitted preliminary site plan materials to Butte County for a proposed tentative
28 subdivision map. Tuscan’s current application is not yet complete as the tentative map is still

1 being drafted. Currently, the General Plan requires that Tuscan Ridge maintain a golf course on
2 the property to move forward with development of the planned residential community. Because of
3 PG&E's refusal to perform its restoration obligations and the resulting delays, however, Tuscan
4 Ridge has lacked the financial ability to restore the golf course; for that reason, it hopes to be able
5 to obtain modifications to the General Plan which would permit it to build a smaller golf course,
6 but those modifications are not yet in place and are not assured.

7 I declare under penalty of perjury under the laws of the United States of America that the
8 foregoing statements are true and correct.

9
10 October 26, 2021

11 By:



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COURTNEY MCALISTER

EXHIBIT A

EXHIBIT A

PG&E

From: Courtney McAlister (comcalister@yahoo.com)

To: scottbates1@live.com; emowesthill@gmail.com; westm15@gmail.com

Date: Wednesday, February 6, 2019, 11:47 AM MST

Scott, Mo, Mark,

I spoke to Grant Guerra at PG&E yesterday evening. He was not aware of PG&E's plans regarding when they might vacate the property, but he promised to follow up and get back to me. I also questioned him about how PG&E will view our license agreement in the bankruptcy and he didn't know the answer to that either. He did, however, invite us to provide PG&E with an estimate of the costs to restore asap so we can start those discussions. He expressed PG&E's likely desire to write us a check rather than do the work themselves.

I received an email from Elouise a few minutes ago, letting me know that PG&E will likely vacate the site by the end of February. She said she would get me a firm date next week.

Courtney McAlister
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1510 Poole Blvd, Suite 105
Yuba City, CA 95993
(916) 496-2581 (mobile)
(530) 755-2607 (office)
comcalister@yahoo.com

EXHIBIT B

EXHIBIT B

Elouise Del Rosario

Land Acquisition | Pacific Gas and Electric Company

245 Market Street, N10A, San Francisco, CA 94105

M: 628-219-8228 | Elouise.DelRosario@pge.com

From: Courtney McAlister <comcalister@yahoo.com>

Sent: Wednesday, February 6, 2019 9:55 AM

To: Norvell, Steven <S1NQ@pge.com>; Del Rosario, Elouise <E1DQ@pge.com>

Subject: Site Visit on Thur

*******CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*******

Steven, Elouise,

Tomorrow (Thur) at around 9:30, Mo and Mark West will be at the site with Gail Pulley and Algie Pulley of Pulley Development. The purpose of the visit is to start the work of estimating restoration costs. Pulley Development was the original golf course developer/architect for Tuscan Ridge.

It's possible that Scott Bates and I will attend as well. Thank you.

Courtney McAlister

Law Offices of Courtney L. McAlister

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Yuba City, CA 95993

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(530) 755-2607 (office)

comcalister@yahoo.com

EXHIBIT C

EXHIBIT C

FW: Site Visit on Thur

From: Guerra, Grant (Law) (gxgw@pge.com)

To: comcalister@yahoo.com

Date: Wednesday, February 6, 2019, 04:11 PM PST

Courtney, I spoke with Eloise today and she updated me on her earlier message to you about PG&E's plans to surrender use of the Property. Although Eloise's message was describing PG&E's plans for use of the Property of the basecamp, we recognize there is an restoration obligation in the License. I understand your client is preparing a cost estimate for this restoration work, which we will consider once received. We are also independently evaluating performing the restoration work using our own contractors, in which case we would not be vacating the Property by the end of February. We can't identify a date certain for the return of the Property to your clients until we determine how we will complete the restoration work. So please keep this in mind, the date to vacate will be influenced by the restoration work. We have not yet evaluated the full scope of the work, and there is a possibility PG&E will need to continue to occupy the Property through the Expiration Date specified in the License, May 20.

Grant Guerra | Senior Counsel, Law Department
Pacific Gas and Electric Company
415.973.3728 office | Grant.Guerra@pge.com
Together, Building a Better California

From: Del Rosario, Eloise
Sent: Wednesday, February 6, 2019 10:05 AM
To: 'Courtney McAlister' <comcalister@yahoo.com>
Subject: RE: Site Visit on Thur

Hi Courtney,

I have forwarded your email to the security team and onsite lead.

Also, I confirmed with the team yesterday that PG&E expects to vacate the property by the end of February if not earlier. I should have a more solid date by next week, we can continue discussions on how to proceed with restoration.

Thank you,

EXHIBIT D

EXHIBIT D

FW: Site Visit on Thur

From: Guerra, Grant (Law) (gxgw@pge.com)
To: comcalister@yahoo.com
Date: Wednesday, February 6, 2019, 04:11 PM PST

Courtney, I spoke with Eloise today and she updated me on her earlier message to you about PG&E's plans to surrender use of the Property. Although Eloise's message was describing PG&E's plans for use of the Property of the basecamp, we recognize there is an restoration obligation in the License. I understand your client is preparing a cost estimate for this restoration work, which we will consider once received. We are also independently evaluating performing the restoration work using our own contractors, in which case we would not be vacating the Property by the end of February. We can't identify a date certain for the return of the Property to your clients until we determine how we will complete the restoration work. So please keep this in mind, the date to vacate will be influenced by the restoration work. We have not yet evaluated the full scope of the work, and there is a possibility PG&E will need to continue to occupy the Property through the Expiration Date specified in the License, May 20.

Grant Guerra | Senior Counsel, Law Department
Pacific Gas and Electric Company
415.973.3728 office | Grant.Guerra@pge.com
Together, Building a Better California

From: Del Rosario, Eloise
Sent: Wednesday, February 6, 2019 10:05 AM
To: 'Courtney McAlister' <comcalister@yahoo.com>
Subject: RE: Site Visit on Thur

Hi Courtney,

I have forwarded your email to the security team and onsite lead.

Also, I confirmed with the team yesterday that PG&E expects to vacate the property by the end of February if not earlier. I should have a more solid date by next week, we can continue discussions on how to proceed with restoration.

Thank you,

EXHIBIT E

EXHIBIT E

RE: Tuscan Ridge / PG&E

From: Guerra, Grant (Law) (gxgw@pge.com)

To: comcalister@yahoo.com

Date: Wednesday, March 20, 2019, 03:41 PM PDT

[REDACTED]

Grant Guerra | Senior Counsel, Law Department
Pacific Gas and Electric Company
415.973.3728 office | Grant.Guerra@pge.com
Together, Building a Better California

From: Courtney L Mcalister <comcalister@yahoo.com>
Sent: Wednesday, March 20, 2019 11:07 AM
To: Del Rosario, Elouise <E1DQ@pge.com>
Cc: Guerra, Grant (Law) <GxGw@pge.com>; Mark West <westm15@gmail.com>
Subject: Re: Tuscan Ridge / PG&E

*****CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*****

Elouise,

I just spoke with Mark who spoke to Jess. Jess asked that I email you to confirm that ECC's use of the site for now is temporary just for staging. Until we have a formal agreement with them, PG&E would maintain its security. Please confirm with Jess. Thanks.

Courtney

Sent from my iPhone

On Mar 20, 2019, at 10:47 AM, Del Rosario, Elouise <E1DQ@pge.com> wrote:

EXHIBIT F

EXHIBIT F

RE: Tuscan Ridge Restoration

From: Crowley, Tom (tfc8@pge.com)

To: comcalister@yahoo.com; westm15@gmail.com; emowesthill@gmail.com; scottbates1@live.com; E1DQ@pge.com; GxGw@pge.com

Date: Friday, March 22, 2019, 07:52 AM PDT

Courtney,

Thanks for the message and the attached estimate. I understand you are working with Grant to determine the form of our agreement. In the meantime, I will review the estimate and also work to quantify the extent of damage and/or required restoration so we can agree on extent. After that we will work on agreeing to a value. In the meantime, I am working the internal process I outlined during our call. Feel free to contact me with any questions.

Tom

Thomas Crowley | Senior Manager, Portfolio Management**Corporate Real Estate Strategy & Services**

Pacific Gas & Electric | 245 Market St, MC N15G | San Francisco, CA 94105

415.271.7100

Thomas.Crowley@pge.com

Contact us for assistance:

[CRESS Intranet](#) | [Building Service Requests](#) | [PGE.com](#)

Facilities Management Office | Ext: 223.9000, Opt. 2

From: Courtney McAlister <comcalister@yahoo.com>

Sent: Thursday, March 21, 2019 1:07 PM

To: Mark West <westm15@gmail.com>; Pat <emowesthill@gmail.com>; Scott Bates <scottbates1@live.com>; Crowley, Tom <TFC8@pge.com>; Del Rosario, Elouise <E1DQ@pge.com>; Guerra, Grant (Law) <GxGw@pge.com>; tom.crowley@pge.com

Subject: Re: Tuscan Ridge Restoration

*******CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*******

Tom,

I spoke with Grant Guerra today about a way to resolve the restoration issues. As I think you know, we're going to work on a short agreement that obligates PG&E to make a payment to Tuscan Ridge in exchange for termination of the license agreement and release of remaining obligations under the license agreement. [REDACTED]

[REDACTED] As you know from our meeting on Tuesday, those figures were subject to change based on the damages to the two additional golf course holes. Greg Melton's revised estimate is attached.

Please let us know if you have any questions or comments. We're looking forward to resolving this soon. Thank you.

Courtney McAlister

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(530) 755-2607 (office)

comcalister@yahoo.com

On Monday, March 18, 2019, 3:46:06 PM PDT, Crowley, Tom <TFC8@pge.com> wrote:

Hello,

Please see the meeting invite information below to discuss restoration scope.

Thank you,

Elouise Del Rosario

Land Acquisition | Pacific Gas and Electric Company

245 Market Street, N10A, San Francisco, CA 94105

EXHIBIT G

EXHIBIT G

RE: Tuscan Ridge Restoration

From: Crowley, Tom (tfc8@pge.com)

To: comcalister@yahoo.com; westm15@gmail.com; emowesthill@gmail.com; scottbates1@live.com; E1DQ@pge.com; GxGw@pge.com

Date: Friday, March 22, 2019, 07:52 AM PDT

Courtney,

Thanks for the message and the attached estimate. I understand you are working with Grant to determine the form of our agreement. In the meantime, I will review the estimate and also work to quantify the extent of damage and/or required restoration so we can agree on extent. After that we will work on agreeing to a value. In the meantime, I am working the internal process I outlined during our call. Feel free to contact me with any questions.

Tom

Thomas Crowley | Senior Manager, Portfolio Management**Corporate Real Estate Strategy & Services**

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Facilities Management Office | Ext: 223.9000, Opt. 2

From: Courtney McAlister <comcalister@yahoo.com>

Sent: Thursday, March 21, 2019 1:07 PM

To: Mark West <westm15@gmail.com>; Pat <emowesthill@gmail.com>; Scott Bates <scottbates1@live.com>; Crowley, Tom <TFC8@pge.com>; Del Rosario, Elouise <E1DQ@pge.com>; Guerra, Grant (Law) <GxGw@pge.com>; tom.crowley@pge.com

Subject: Re: Tuscan Ridge Restoration

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Tom,